

***City of Asheville***  
***Asheville, North Carolina***

**Request for Proposal**  
**Mail Management Services**

**To: Service Provider Proposal Participants**

**The City of Asheville, is requesting sealed proposals for Electronic Document Printing, Inserting, Mailing and Bulk Mail Handling Services**

**1. Proposals:** Please complete the attached "Proposal Forms" and mail to the City of Asheville, Amanda van Roekel, General Services 70 Court Plaza, Asheville, NC 28801, in a sealed envelope. All proposals must be signed and sealed before mailing. Unsealed proposals, including faxed proposals will not be considered. Retain a copy for your file. If forwarded other than by U.S. Postal Service, delivery must be made directly to City of Asheville, Amanda van Roekel, General Services, Basement 70 Court Plaza Asheville, NC, 28801. Sealed envelopes are requested inside carrier's envelope. If you do not wish to submit a proposal, please return the form to this office and note the reason you do not wish to submit a proposal. If you have any questions please contact Amanda van Roekel, Contract Administrator at 828.259.5659.

**2. Due Date and Time:** Proposals furnishing the Mail Services described herein will be received at the City of Asheville General Services **until WED, July 16, 2014 at 12 P.M.** Any proposals received after the above stated date and time will not be considered. It is the responsibility of the person/firm submitting a proposal to ensure that it is received at the physical address of the City of Asheville General Services prior to the stated deadline. **Proposals will be opened and recorded at 12 P.M. on the same day.**

**3. Acknowledgement and Addendum:** Receipt of any addendum of this RFP must be acknowledged, in writing, prior to the stated submission deadline. Such acknowledgement may be submitted with the offer. All addenda will be posted to the city's bid page: [www.ashevillenc.gov/bids](http://www.ashevillenc.gov/bids)

**4. RFP not an Order:** This Request for Proposal is not to be considered as an order by the City of Asheville. Upon acceptance of the proposal the City of Asheville will work with the Service Provider to complete a "Service Agreement" and a blank copy with terms and conditions is enclosed with this RFP.

**5. Evaluation Criteria:** Proposals will be evaluated on the Firm's ability to meet the requirements of this RFP. Some heavily weighted, specific evaluation criteria, among other factors, will include:

1. Thoroughness of the proposal regarding the tasks addressed in the Description of Services;
2. Scope of Work
3. The firm's previous experience with similar services;
4. Quality and availability of staff assigned to the project

# City of Asheville North Carolina



FORMAL BID REQUEST NO. 298-RFPMAILSERV14-15

## MAIL MANAGEMENT SERVICES

ISSUED BY: CITY OF ASHEVILLE GENERAL SERVICES  
Basement  
70 COURT PLAZA  
ASHEVILLE, NC 28801  
PHONE: (828) 259-5659

Amanda van Roekel, Contract Administrator

ISSUE DATE:

Clarification/Exception Requests due by WED,  
JULY 9, 2014 BY 2PM.

BID OPENING DATE: THURSDAY, JULY 16, 2014 at 12 p.m.

(SEALED) BIDS CAN BE DELIVERED TO THE GENERAL SERVICES, AMANDA van ROEKEL  
LOCATED AT 70 COURT PLAZA, BASEMENT, ASHEVILLE, NC 28801

*City of Asheville*

Asheville, North Carolina

REQUEST FOR PROPOSAL  
BID #--298-RFPMAILSERV14-15  
SCOPE OF MAIL MANAGEMENT SERVICES  
AND  
INSTRUCTIONS TO BIDDERS

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The City of Asheville General Services, Basement , located at 70 Court Plaza, Asheville, NC 28801, is accepting proposals for the printing, inserting, mailing and bulk mail handling of City's electronic and bulk mail services.

**General Specifications, Terms and Conditions**

1. For the purpose of these proposals, Service Providers should base proposals responses on approximately 25,000 paper mailed bills per month and daily mail related services. Data for bills will be received electronically on a daily basis.
2. COA hereby requests proposals for the mail service inclusive of processing, laser printing in black on form, folding, inserting, along with one envelope for mailing and remittance, sorting, and delivery of bills to the Asheville USPS BMEU daily upon completion of each daily file. Each file sent shall be processed and delivered to the USPS the same day as the file is received by the service provider.
3. COA will occasionally have inserts for the bills.
4. The term of this service agreement shall be for a period of three (3) years, commencing on a mutually agreeable date and ending three years later. Thereafter the COA, may at their option and in agreement with the vendor renew for two (2) successive 1 year periods.
5. COA reserves the right to evaluate the service provider qualifications. Only those service providers who, in the opinion of the COA, meet the minimum necessary qualifications will have their price and proposal evaluated.
6. Insurance requirements are covered in the body of the proposed agreement between the COA and the Mail Handling Service Provider, enclosed and a part of this request for proposals.

**Proposal**

The proposal should include:

1. *Management Summary* - Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
2. *Approach* - Describe in detail how the service will be provided. Include a description of the major task and subtasks.
3. *Corporate Experience and Capacity* - Describe the experience of the firm in providing the service, give the number of years that the service has been delivered, and provide a statement as to the firm's capacity to fulfill the terms of the proposal and/or the need for expansion to handle the service.

4. *Staffing* - Describe the qualifications and experience of the Key personnel performing the work.
5. *References* - Give at least five mail customer references for contracts of similar size and scope. Include the name of the organization and the name and telephone number of a responsible contact person.
6. *Additional Data* - Provide any additional information that will aid in evaluation of the response.
7. *Cost Data* - Use the attached Proposal Sheets to submit formal unit cost data.

Submittal of an extensive and elaborate proposal is not necessary. A clear, concise proposal in the specified proposal format is requested with all the necessary information included.

Address proposals to:

If forwarding by other than U.S. Postal Service, delivery must be made directly to:

Attn: Amanda van Roekel, Contract Administrator  
2014 Mail Management Proposal  
City of Asheville  
General Services  
Basement  
70 Court Plaza  
Asheville, NC 28801

#### **General Specifications, Terms and Conditions**

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11. COA reserves the right to evaluate the service provider qualifications. Only those service providers who, in the opinion of the COA, meet the minimum necessary qualifications will have their price and proposal evaluated.
12. Insurance requirements are covered in the body of the proposed agreement between the COA and the Mail Handling Service Provider, enclosed and a part of this request for proposals.

#### **Scope of Service for Water Resources Combined Utility Statement and Stormwater Billing.**

1. Service Provider will design in conjunction with the COA a one-color two-sided bill form of appropriate size. The bill design will include an appropriate scan line for remittance processing that is compatible with COA systems, a message area (if requested, variable data text messages shall be printed in a highlight color ink), different sized fonts to enhance readability, a bar chart (if requested by the COA) and a COA and MSD logo.

2. Service Provider will agree to print and maintain a sufficient supply of billing forms and envelopes to ensure an uninterrupted supply for daily printing requirements.
3. Service Provider will notify the COA in writing, and receive approval from the COA, of any required changes to forms or envelopes prior to printing and implementation.
4. COA will provide Service Provider with any additional forms to be inserted with the bills. Forms may be provided electronically. The Service Provider must agree to print enough inserts necessary to supply each cycle of bills. COA will work with the Service Provider to design the inserts to conform to the specifications required for successful insertion by the equipment used by the Service Provider.

#### **Programming**

Service Provider will provide a quote for initial programming required to print billing information from the data/print file provided by the COA for the approved COA bill form. COA will compensate Service Provider for program changes involving bill layout and changes requested by the COA after the initial program has been put into place. Provide quote for the programming fee for set-up and changes on the Proposal Sheets.

#### **Computer Related Processing Requirements**

1. COA data/print files will be transferred to the Service Provider via FTP. It will be the responsibility of the Service Provider to assist the COA during the configuration process of the FTP link. COA will transmit data/print files to the Service Provider daily.
2. Currently COA has a billing cycle every two months with approximately 60,000 bills per cycle and as such will transmit approximately 1,500 data/print files to the Service Provider on a daily basis within the two month cycle. The Service Provider will invoice City of Asheville, Storm Water and Water Resources on a bi-monthly basis for "daily" mail billing projects.
3. COA is always seeking ways to be more efficient and to position itself for the future utilizing the latest technology to meet the needs of the ever-growing variable data applications. Service Provider should comment on ancillary services that they are able to perform, for future use as cost saving measures for COA consideration, such as on-line services and electronic bill presentment, along with other existing or new features and offerings, etc. This information is to be provided separate from the proposal forms and attached to them.
4. The Service Provider is encouraged to submit during the course of the contract cost saving ideas that will benefit the COA.
5. Store at the Service Providers facility, envelopes, billing stock paper, etc. for the City of Asheville so that the City can maximize savings by ordering printing in large quantities. (50,000 +)

#### **Paper and Print Quality and Requirements for electronic mail billing**

1. Printing shall be laser quality; paper should be of a brightness factor to allow for a contrast ratio of paper to print to ensure reliable OCR scanning.
2. The Service Provider must have the ability to print variable messages and data on the bills by utilizing highlight color text when requested. Billing paper material will be determined by the COA.
3. Envelopes should be designed as one envelope for mailing and remittance purposes. Payment stubs will be designed with the COA payment address revealed

when inserted into vendor provided window envelopes. The appropriate size return window envelopes must be security tinted on the inside.

Service Provider must include in the proposal one set price per piece (bill) that is all-inclusive for the production of the billing statement. This would include the processing, laser printing, folding, inserting, along with the envelope, sorting of the mail for best available First Class Automation Presort Postage Rates, and delivery of the bills to the Asheville USPS BMEU.

**Scope of Service for Daily Mail related processing requirements**

1. Daily mail pick-up and delivery locations:
  - o Water Department and City Hall at 10:00 a.m.
  - o Public Works Department, Building safety, Fleet Management and Purchasing Department starting at 11:00 p.m.
  - o Police / Fire Department at 11:30 a.m.
  - o City Hall at 12:30 p.m.
  - o Additional cost per pick-up if COA expands its areas of need.

(COA currently mails out approximately 6,000 Daily Mail pieces monthly)

2. Basic services required:
  - o Data Setup for individual jobs requested
  - o Inkjet addressing (Letter)
  - o Inkjet addressing (Flat)
  - o Applying of tabs
  - o Basic Machine fold
  - o Laser letter simplex, B&W
  - o Laser letter duplex, B&W
  - o Paper is to be 24# white
  - o Inserting up to 2 inserts
  - o Inserting extra inserts
  - o Metering
  - o Other processes as needed
3. Continous improvement to services offered to maintain quality of service

**Finishing services for Daily Mail include, but are not limited to the following:**

- o Presorting of mail to apply postal barcodes and gain postage discounts.
- o Metering mail for the City of Asheville Police Department on demand.
- o Providing mail inserts for different projects as needed such as parking tickets, Business Licenses, delinquent water bills, storm water bills, water bills and other projects or items as needed.
- o Store at the Service Providers facility, envelopes, billing stock paper, etc. for the City of Asheville so that the City can maximize savings by ordering printing in large quantities. (50,000 +)

**Economy in Volume of Daily Mail Services**

Contractor may co-mingle the City of Asheville's Daily Mail to achieve the best postage rates possible with savings reflected in each billing cycle. Mail is to be delivered to the Asheville USPS Bulk Mail Facility nightly to maximize United States Postal Service's delivery times. Contractor is to apply postage to the mail that is collected throughout the day. The City of Asheville's mail is picked up in various states of completeness and transported to the contractor's facility, which then completes the finishing of these pieces and the mail management process.

**Performance Requirement**

1. Service Provider will print, insert and mail all daily bills and bulk mail items for COA within 24 hours after successful receipt of the data/print file for the COA First Class Bills. Within 48 hours for bulk mail items or other projects.

2. The Service Provider shall provide COA a document, or an electronic method, indicating the number of pieces received from Daily Mail and/or electronically for printing of the Bills, as well as the postage breakdown as USPS Automation Qualified starting at First Class 5-Digit Rate of the billing cycle prior to the mailing of bills.
3. The Service Provider will develop a method of communication for special mailing requests and approvals of proofs prior to printing and mailing bills.
4. Upon award of contract, the successful Service Provider must be ready to accept the first production data/print file within (3) weeks from date of receipt of all required information from the COA.

#### **Record Retention and Data Backup**

Service Provider will retain the COA billing data/print file until the Service Provider receives the next data/print file. Service Provider should comment on daily backup rotation and storage of data in the proposal package.

#### **Service Provider Invoice Procedure**

1. The Service Provider will provide the COA bi-monthly invoices broken down by each data/print file for special mail project, Daily Mail count and/or billing cycle sent by the COA. The invoice will detail the number of Daily pieces and bills processed and the amount of postage paid for each data/print file and Daily Mail activity along with any other itemized charges.
2. Billing will be done by COA account codes to identify appropriate charges to each City Department.
3. A bill tracking and approval method will be developed by the Service Provider and COA jointly to maintain communication and timely payments.

All divisions under the City of Asheville billing will continue to be listed on these invoices that currently reflect COA division charges for Daily Mail Services. If COA wishes to have each division invoiced separately, there will be an administrative fee of \$7.50 added to each division's bi-monthly invoice. For any special projects such as Standard (bulk) mailing jobs, the project will be invoiced as it is completed. This allows for the tracking of the special projects separate from the Daily Mail Services. These special projects will be identified on the invoice to the division.

#### **Postage Rates**

1. City of Asheville will maintain a postage escrow account with Service Provider to cover all postage for all divisions. Amounts will be based on a bi-monthly usage so that the account does not zero out. If COA is in arrears by 30+ days for service fees, those invoices will be paid from the escrow account.
2. The Service Provider must mail the bills starting at the USPS 5-Digit Rate (or lowest) as qualifies to obtain the largest postage discounts. The Service Provider must have postal software in-house to process and sort. The Service Provider must CASS and PAVE certify each cycle.
3. Intelligent Mail Bar coding, arranging and sorting of the mail shall be utilized to qualify for the lowest postage charges consistent with USPS standards. The mail must be delivered to the Asheville USPS BMEU center of the same day as receipt of FTP file from the COA for the Water Resources and Stormwater Billing Process. The Daily Mail is to be entered at the Asheville USPS BMEU on a daily business day basis by 5:30 PM.
4. Service provider must have an agreement with the US Postal Service that will allow for one (1) and two (2) ounce First Class mail pieces to go into the same mail-stream to maximize the postal discounts.

5. The Service Provider shall make periodic recommendations for improving mail delivery, postage savings and reducing mailing costs. It is the COA intent and expectation that the Service Provider will continuously advise the COA of cost saving potentials to improve the way it's mail is processed.

#### **References**

Service Provider shall submit with the proposal documents a reference list with at least five customers with the same or similar scope of work and should include the company name, address of the business and a contact name and phone number.

#### **Customer Service and Quality Controls**

Service Provider should indicate its customer service organizational structure for the services included. Service Provider should describe the chain of command for problem resolution.

Service Provider should describe its quality assurance and control check points within the printing and inserting operation. What process is used to insure that the correct undamaged data production file was received?

Data formatting on the customer bill/statement, letters, notices and return envelopes will be in accordance with the requirements of the U.S. Postal Service. Any data receipt problems, print or insert errors should be reported to the COA immediately upon recognition of such errors.

**EXCEPTIONS TO SPECIFICATIONS, REQUEST FOR CLARIFICATIONS AND APPROVAL OF ALTERNATES:** In all cases equipment must be furnished as requested, and where brand names are used, consider the term "or equal" to follow. However, written approval for any proposed substitution or change in specifications must be obtained by bidder prior to the close of bids.

Any and all questions regarding this document must be in writing and addressed to Amanda van Roekel with the City of Asheville, Contract Administrator. Questions and Clarifications may be sent by e-mail to [avanroekel@ashevillenc.gov](mailto:avanroekel@ashevillenc.gov). Any and all revisions to this document shall be made only by written addendum from the City of Asheville Purchasing Division. **Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals.** The bidder is cautioned that the requirements of this bid can be altered **only** by written addendum and that verbal communications from any source are of no effect.

All design, materials, and workmanship shall in every respect be in accordance with the best current practices in the industry. Minor deviations from the provisions of these specifications may be considered to permit manufacturers to follow their standard manufacturing processes; however, all proposed minor deviations must be explained in detail and MUST be submitted in writing to Purchasing within the exception process time frame identified herein or they WILL NOT be considered. Prospective bidders may make appointments to discuss these specifications, but written requests for consideration must be submitted.

**Requests for approved equals, questions and clarifications, or changes in specifications, and/or protests of specifications must be received by the City of Asheville in writing.** Such requests should be mailed to:

City of Asheville  
Amanda van Roekel  
Basement  
70 Court Plaza

Asheville, North Carolina 28801.

Mark envelope "EXCEPTIONS TO SPECIFICATIONS BID REQUEST NO.298-RFPMAILSERV14-15. EXCEPTIONS DUE BY: 2PM LOCAL TIME ON WED, JULY 3, 2014."



Any request for an approved equal, change in specification or protest of specifications must be fully supported with technical data, test results, or other pertinent information and evidence that the substitute offered is equal to, or better than, the specification requirement.

**EXCEPTIONS TO SPECIFICATIONS, REQUEST FOR CLARIFICATIONS AND APPROVAL OF ALTERNATES:**  
(CONTINUED FROM PAGE 15)

In the event that clarifications or changes to bid specifications are necessary or if a proposed substitution is approved during the exception process, changes will be made by written addendum. The City of Asheville will, if necessary, postpone the scheduled opening of bids so as to provide at least seven (7) days between the publishing of the amended bid and the revised bid opening date. All addendums must be signed and returned with the final bid package. This bid and any addendums are posted on the City's website and can be accessed at <http://www.ashevilleenc.gov/Bids>. It is the vendor's responsibility to check this site to assure that the correct bid package is submitted.

**Sample Contract Agreement Form Terms and Conditions**

STATE OF NORTH CAROLINA

SERVICE CONTRACT  
NUMBER \_\_\_\_\_

COUNTY OF BUNCOMBE

THIS SERVICES CONTRACT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the City of Asheville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "City"), and \_\_\_\_\_ (state of incorporation or type of organization) hereinafter referred to as ("CONTRACTOR").

**W I T N E S S E T H :**

Upon the terms and conditions hereinafter set forth, the City has requested and CONTRACTOR has agreed to furnish the City with services as set forth in this contract. The City and CONTRACTOR agree as follows:

A. **TERMS AND CONDITIONS:**

1. CONTRACTOR shall provide **(DESCRIBE SERVICE)** as set forth in Exhibit A.
2. The term of this contract shall be from \_\_\_\_\_.
3. The City will compensate the CONTRACTOR a maximum amount of \$\_\_\_\_\_. The CONTRACTOR shall bill the City on a monthly basis. The CONTRACTOR shall bill the City \$\_\_\_\_\_ per hour. If the contract exceeds the aforementioned threshold, the City must amend or renew the contract in accordance with all applicable City policies.
4. The CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the \_\_\_\_\_ or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submittal.
5. Any employees furnished by CONTRACTOR, pursuant to this contract, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this contract.
6. **INSURANCE**. The work performed under this Agreement has been classified as a \_\_\_\_\_ risk profile. The Contractor agrees to keep and maintain for

the duration of this Agreement including but not limited to commercial general liability, automobile liability, workers compensation, employers liability, environmental liability and umbrella coverage in the amounts shown on the **City of Asheville Minimum Insurance Coverage and Requirements Matrix in effect as of the date of this Agreement incorporated herein to this Agreement and available to the Contractor upon request.** The Contractor shall furnish the City with certificates of insurance for each type of insurance described herein, with the City named as an additional insured on all coverages, except worker's compensation. In the event of cancellation, substantial changes or nonrenewal, the Contractor and insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed by Contractor until Contractor has furnished to the City the above referenced certificates of insurance, in a form suitable to the City. In the event the Certificate of Liability Insurance includes a disclaimer, Contractor shall cause his Insurer to issue a Form CG20 10, or other Additional Insured Amendatory Endorsement showing City of Asheville as Additional Insured.

7. **INSURANCE REQUIREMENTS:** The successful bidder (Bidder) agrees to keep and maintain for the duration of this Agreement including but not limited to commercial general liability, garage keeper liability, automobile liability, workers' compensation, employer's liability, and umbrella coverage with at least the minimum limits shown below. **Contractor shall provide evidence of insurance coverage consistent with this requirement prior to contract award.** The Bidder shall furnish the City with certificates of insurance for each type of insurance described herein, with the City listed as Certificate Holder and as an additional insured on the Bidder's general liability policy and provide a waiver of subrogation on the Bidder's workers' compensation policy. In the event of bodily injury or property damage loss caused by Bidder's negligent acts or omissions in connection with Bidder's services performed under this Agreement, the Bidder's Liability insurance shall be primary with respect to any other insurance which may be available to the City, regardless of how the "Other Insurance" provisions may read. In the event of cancellation, substantial changes or nonrenewal, the Bidder and Bidder's insurance carrier shall give the City at least thirty (30) days prior written notice. No work shall be performed until the Bidder has furnished to the City the above referenced certificates of insurance and associated endorsements, in a form suitable to the City. Upon request, the Bidder shall provide the City copies of their insurance policies.

Commercial General Liability: \$1,000,000 per occurrence /  
\$2,000,000 aggregate

Garage Keeper Liability:  
\$100,000

Commercial Auto Liability: \$1,000,000  
combined single limit

Excess (Umbrella) Liability:  
\$1,000,000

Workers' Compensation:  
Statutory  
and Employer's Liability: \$100,000 each accident/total  
disease/employee disease

8. Certificate of Insurance lists City of Asheville, PO Box 7148, Asheville, NC 28802, as Certificate Holder.
9. CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not

applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees.

10. Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.
11. The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.
12. CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.
13. Contractor shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document Contractor's performance. The City shall have a right to access the fiscal and other records of Contractor that are pertinent to this Agreement to perform examinations and audits. Contractor shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

B. TERMINATION AND MODIFICATION: This contract may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this contract by registered mail, certified mail or by other means.

C. ENTIRE AGREEMENT: This agreement contains the entire agreement between the parties.

D. SEVERABILITY: Should any provision or provisions contained in this agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable and the remaining provisions hereof shall remain in full force and effect.

E. GOVERNING LAW: This contract is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.

F. ASSIGNABILITY: This contract is not assignable by either party without the prior written consent of the other party.

G. REQUIREMENT OF CITY CONTRACTS:

1. CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of CONTRACTOR, its subcontractors, agents, successors, assigns, officers or employees to comply with the provisions of the ADA or the rules and regulations promulgated thereunder.

2. CONTRACTOR will comply with the City's Drug Free Workplace policy.

3. Minority Business Plan

The City of Asheville has adopted a Minority Business Outreach Plan to encourage participation by women and minority businesses in the public bidding process. The purpose of this outreach effort is to increase the likelihood of success in the award of contracts. Bidders are hereby notified that this bid is subject to the provisions of this Outreach Plan. Questions regarding the Minority Business Outreach Plan may be directed to, Brenda Mills, Office of Economic Development, City of Asheville, Post Office Box 7148, Asheville, NC

28802-7148 or by phone at (828) 259-8050 or by e-mail at [minoritybusiness@ashevillenc.gov](mailto:minoritybusiness@ashevillenc.gov) or [bmills@ashevillenc.gov](mailto:bmills@ashevillenc.gov). You can access a listing of certified minority firms at either <https://www.ips.state.nc.us/Vendor/SearchVendor.aspx> (State of North Carolina's VendorLink search) or [www.doa.state.nc.us/hub](http://www.doa.state.nc.us/hub) (Link for Office of Historically Underutilized Businesses to search for HUB vendors directly). **All bidders are notified that they must show proof of minority or woman business status for purposes of this bidding opportunity if they do not use the Office of Historically Underutilized Businesses as their source for outreach efforts.** It is the policy of the City to (1) provide minorities an equal opportunity to participate in all aspects of its contracting and procurement programs and (2) to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities.

3. Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

**H. INDEMNIFICATION:** The successful bidder shall indemnify, defend and hold harmless the City and the City's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) that arise directly or indirectly from:

- Any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by successful bidder in connection with this Agreement, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");
- Any acts of negligence or willful misconduct by the successful bidder or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;
- Any acts or omissions of the successful bidder with respect to the services provided by the successful bidder under this Agreement (or any allegations of any of the foregoing);
- Any claims by any persons or entities supplying labor or material to the successful bidder in connection with the performance of the Company's obligations under this Agreement.

If an Infringement Claim occurs, the successful bidder shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the network or any component thereof shall not be adversely affected by such replacement or modification.

**I. DRUG-FREE WORKPLACE:** The City of Asheville is a drug-free workplace employer. The Asheville City Council has also adopted a policy requiring City construction and service contractors to provide a drug-free workplace in the performance of any City contract.

- A. Notifying employees that the unlawful manufacturer, distribution dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations of such violation.
- B. Establishing a drug-free awareness program to inform about the dangers of drug abuse in the workplace, the contractor's policy of maintaining of drug-free workplace, any available drug counseling, rehabilitation, and employee

assistance programs, and penalties that may be imposed upon employees for a drug violation.

- C. Notifying each employee that as a condition of employment, the employee will abide by the terms of prohibition outlined in (A) above and notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than (5) days after such conviction.
- D. Notifying the City of Asheville within ten (10) days after receiving from an employee a notice of criminal drug statute conviction or after otherwise receiving actual notice of such conviction.
- E. Imposing a sanction on, or requiring the satisfactory participation in drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime.
- F. Making a good faith effort to continue to maintain a drug-free workplace for employees. If the prospective vendor is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacturer, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

If the prospective vendor is an individual, the drug-free workplace requirement is met by not engaging in the unlawful manufacturer, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

By submitting a request for proposal, a prospective primary vendor certifies that it and all sub-vendors will comply with the City of Asheville drug-free workplace requirement. A false certification or the failure to comply with the above drug-free workplace requirements during the performance of contract shall be grounds for suspension, termination, or debarment.

**End of Contract Agreement Form Terms and Conditions**

City of Asheville  
MAIL MANAGEMENT SERVICE PROPOSAL SHEET 1  
FOR  
ELECTRONIC BILL PRINTING, INSERTING, AND MAILING SERVICES

Base Price

\$ \_\_\_\_\_ Unit price per statement, electronic bill processed (includes, processing, sorting, printing of statement in highlight color laser, form, folding, inserting, mailing envelope, return envelope and delivery to USPS).

\$ \_\_\_\_\_ Charge for additional bill inserts

\$ \_\_\_\_\_ Average postage per piece, consider postal sort starting at 5-Digit Rate as qualifies. (Realizing that cost will be estimated, provide best estimate per statement)

\$ \_\_\_\_\_ Programming fee per hour for set-up

\$ \_\_\_\_\_ Programming fee per hour for changes after initial set-up

Note: On a separate document, Service Provider may include a price list for any additional services provided that could be considered in the future by COA. Such could be: PDF Image, EBPP, Color pre-print Form, Lockbox Services.

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by:

Name of Service Provider: \_\_\_\_\_ Date: \_\_\_\_\_

Address of Service Provider: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## City of Asheville

MAIL MANAGEMENT SERVICE PROPOSAL SHEET 2a

## FOR

## BULK MAIN HANDLING, PRINTING, INSERTING, AND FINISHING SERVICES

Base Price for Finishing services include, but are not limited to the following:

- o Presorting of mail to apply postal barcodes and gain postage discounts.
- o Metering mail daily while maintaining different department and special mail request accounts for monthly billing and cost account reporting.
- o Metering mail for the City of Asheville Police Department on demand.
- o Providing mail inserts for different projects as needed such as parking tickets, Business Licenses, delinquent water bills, storm water bills, water bills and other projects or items as needed.
- o Store envelopes at the service provider's facility for the COA so that the City can maximize savings by ordering printing in large quantities. (300,000 +)

Unit price for daily mail pick-up by location per statement,

- \$ \_\_\_\_\_ Water Department at City Hall at 10:00 a.m.
- \$ \_\_\_\_\_ Public Works Department, Building Safety, Fleet Management and Purchasing Dept starting @11 a.m.
- \$ \_\_\_\_\_ AFD/APD @11:30am
- \$ \_\_\_\_\_ City Hall at 12:30 p.m.
- \$ \_\_\_\_\_ Unit price for daily mail pick-up if COA expands its areas of need
- \$ \_\_\_\_\_ Unit price for extra daily mail pick-up for a special mail request
- \$ \_\_\_\_\_ Unit price per job for data setup for individual jobs requested by COA
- \$ \_\_\_\_\_ Unit price per piece for inkjet addressing (letter)
- \$ \_\_\_\_\_ Unit price per piece for inkjet addressing (flat)
- \$ \_\_\_\_\_ Unit price per tab for applying of tabs
- \$ \_\_\_\_\_ Unit price per piece for basic machine fold
- \$ \_\_\_\_\_ Unit price per piece for laser letter simplex, B&W
- \$ \_\_\_\_\_ Unit price per piece for laser letter duplex, B&W
- \$ \_\_\_\_\_ Unit price per piece for paper pricing 24# white
- \$ \_\_\_\_\_ Unit price per piece for inserting up to 2 inserts
- \$ \_\_\_\_\_ Unit price per piece for extra inserts
- \$ \_\_\_\_\_ Charge for additional bill inserts
- \$ \_\_\_\_\_ Average postage per piece for metering, consider postal sort starting at 5-Digit Rate asqualifies. (realizing that cost will be estimated, provide best estimate per statement)
- \$ \_\_\_\_\_ Programming fee per hour for set-up
- \$ \_\_\_\_\_ Programming fee per hour for changes after initial set-up

## City of Asheville

MAIL MANAGEMENT SERVICE PROPOSAL SHEET 2b

Note: On a separate document, Service Provider may include a price list for any additional services provided that could be considered in the future by COA. Such could be: PDF Image, EBPP, Color pre-print Form, Lockbox Services.

Comments:

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Submitted by:

Name of Service Provider: \_\_\_\_\_ Date: \_\_\_\_\_

Address of Service Provider: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_



City of Asheville  
**MAIL MANAGEMENT SERVICE PROPOSAL SHEET 3**  
**FOR**  
**ELECTRONIC BILL PRINTING, INSERTING, AND MAILING SERVICES**

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of \_\_\_\_\_, being  
(Name) (Bidder)  
duly sworn, deposes and says that:

1. He is \_\_\_\_\_  
(owner, partner, officer, representative, agent)  
of \_\_\_\_\_, the Bidder that has submitted the attached Bid Proposal;
2. He is fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such Bid Proposal;
3. Such Bid Proposal is genuine and is not a collusive or sham Bid Proposal;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid Proposal in connection with the Contract for which the attached Bid Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid Proposal or of any other Bidder, or to fix the overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Asheville, or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owner, employees, or parties of interest including this affiant.

(Signed) \_\_\_\_\_  
\_\_\_\_\_  
Title

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

City of Asheville  
MAIL MANAGEMENT SERVICE PROPOSAL SHEET 3  
FOR  
ELECTRONIC BILL PRINTING, INSERTING, AND MAILING SERVICES  
E-VERIFY AFFIDAVIT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

\*\*\*\*\*  
\*\*\*\*

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by  
and on behalf of \_\_\_\_\_ (the entity doing business with the City  
of Asheville hereinafter "Employer") after first being duly sworn hereby swears or affirms  
as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
  2. Employer understands that Employer as defined herein, must use E-Verify. Each Employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
  3. Employer is a person, business entity, or other organization that transacts business in North Carolina and that employs 25 or more employees in this State. (mark Yes or No)
    - a. YES \_\_\_\_\_, or
    - b. NO \_\_\_\_\_
  4. Employer's subcontractors comply with E-Verify, and if Employer is contracted with the City of Asheville, Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.
- This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant  
Title: \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_  
Signed and sworn to (or affirmed) before me, this the  
\_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(Affix Official/Notarial  
Seal)

